

City of Kirkland

Request for Proposal

Development Services Web Architecture Work Job # 40-14-IT

Issue Date: June 19th, 2014

Due Date: 4 p.m. (Pacific Time), July 18th, 2014

REQUEST FOR PROPOSALS

Notice is hereby given that proposals will be received by the City of Kirkland, Washington, for:

Development Services Web Architecture Work

File with Purchasing, Finance Department, 123 5th Ave, Kirkland WA, 98033 as follows:

Proposals received later than **4:00 PM on July 18th, 2014 will not** be considered.

A copy of this Request for Proposal (RFP) may be obtained from City's web site at <http://www.kirklandwa.gov/> (Click on City Purchasing) or by contacting the RFP Coordinator, Brenda Cooper at bcooper@kirklandwa.gov.

The City of Kirkland reserves the right to reject any and all proposals and to waive irregularities and informalities in the submittal and evaluation process. This RFP does not obligate the City to pay any costs incurred by respondents in the preparation and submission of a proposal. Furthermore, the RFP does not obligate the City to accept or contract for any expressed or implied services.

The City of Kirkland assures that no person shall, on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity. The City of Kirkland further assures that every effort will be made to ensure non-discrimination in all of its programs and activities, whether those programs are federally funded or not.

Dated this 19th day of June, 2014

Barry L. Scott, C.P.M.
Purchasing Agent

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Chapter I: General RFP Information

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OBJECTIVE OF THIS RFP

The purpose of this RFP is to solicit proposals from vendors qualified to recommend and assist in the development of an information architecture framework for Development Services information on the City of Kirkland's website. We will consider proposals from single vendors or from multiple vendors working as a team. The ideal vendor(s) will have experience in designing successful information architectures in businesses and/or local government agencies of similar size to Kirkland, and in larger agencies.

BACKGROUND

THE CITY OF KIRKLAND

The City of Kirkland is located just across Lake Washington from Seattle, Washington, and just north of Bellevue with some contiguous borders. Kirkland is the second largest city on the eastside of Lake Washington, and the twelfth largest in the State of Washington. Our population is approximately 81,000. A full [community profile](#) can be found on our website.

KIRKLAND COMPUTING/NETWORK/TELEPHONY ENVIRONMENT

The City of Kirkland has approximately 497 full time employees, 520 PCs and 75 servers. City employees are located at 4 primary locations, all connected by fiber. There are 9 other locations which house City employees. Voice and data needs for these sites are served by a combination of fiber, T1, and leased lines.

The City's standard network operating system is Windows Server 2008/2012, with some legacy installations of server 2003 and the standard desktop operating system is Windows 7. The data backbone is Cisco 10/100/1000 and 10 gigabit switches, firewalls and routers.

The City of Kirkland's servers are split between a small internal server room in the Kirkland City Hall building and five leased racks in the City of Bellevue data center. Both data centers are configured as limited access, raised floor, controlled environments. The standard configuration is rack mounted Dell servers with redundant power supplies, SCSI controllers, and built-in Ethernet 10/100/1000 and a few dedicated 10G network cards. We have a total of seventy five servers. Forty six servers are hosted by three VMWare host servers. Twenty one servers (a mix of virtual and stand-alone) are connected to a NETAPP3220 SAN with replication to a NETAPP2240. The typical configuration on the SAN consists of two mirrored RAID 1 sets for direct attached storage and redundant path

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fiber channel connectivity. The Network is a managed TCP/IP switched Ethernet architecture with fiber and T1 connectivity between geographically dispersed locations. All servers are backed up on a regular schedule utilizing a CommVault backup to disk system with the disk target located on a NETAP2240, and all have Microsoft Forefront Endpoint Protection and Microsoft SCCM management agents/software installed.

The City's telephony system is a Cisco VoIP solution supporting over 400 phone sets. It includes voice mail, ACD queues, and E911.

The City of Kirkland also maintains a wireless network. The wireless network is a CISCO solution consisting of fifteen 1500 series outdoor mesh and forty-eight 2600 series indoor access points. There are two primary SSID's (one for public access, one for corporate access). All configuration and management is handled centrally via CISCO WLC5508 controllers configured in an HA pair. The 2600 series access points are located throughout all city owned buildings and the 1500 series MESH access points are located in the downtown Kirkland business area and nearby parks.

The City of Kirkland website will be a fresh, responsive design (to be implemented in June or July of 2014) that is fully contained inside of a content management program (Active's ACM). Information about the product is available on Active's government website at <http://www.activegovernment.com/solutions/web-content-management.htm>.

Project Background:

Three city departments (Fire and Building, Public Works, and Planning) are together responsible for most of the activities associated with development of all kinds in the city. This includes initial planning, design review, plan review, permits, inspections, and other related work. Across the past five or six years, the primary interaction space with customers has been slowly shifting from inside City Hall to the Internet. Collectively, the combination of individuals and processes in these departments and related to development is referred to as "Development Services." A cross-departmental management team works hard to keep the cross-department work as seamless as possible for customers.

Most actual permit-related transactions occur via a regional site called MyBuildingPermit.com. However, much of the actual information that people need to plan their building and get prepared to apply for permits is available on the city's website. This can be confusing for customers. The condition of having two websites is unlikely to change.

Development Services' customers vary from sophisticated architects and major contractors building large projects to families installing new decks and small companies installing water heaters or remodeling kitchens. This means that some customers know

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exactly what they need and would like a streamlined and efficient way to get it, while other customers may approach the city about a permit with little to any information about what they need, why they need it, what it costs, or who to talk to.

An additional class of customers is the average citizen who wants to find out about development.

There are a number of related projects. Development Services has hired a contractor who is helping them with fillable forms, and the city's Information Technology Department has installed Adobe LiveCycle to help manage fillable forms on an enterprise level. MyBuildingPermit.com will continue to see some significant upgrades in the next few years. Permit information is now available via NWMAPS.net (a regional GIS portal) and via maps.kirklandwa.gov (a local GIS portal).

Customers have multiple entry points for Development Service information. We own the URL, kirklandpermits.net, which has been advertised for some time, and which we imagine will be used as one way to access the newly updated development services information that results from this project. Customers can also enter via MyBuildingPermit.com, for the city website (kirklandwa.gov) or through any search engine.

REQUESTED SERVICES

Project Overview:

We are hoping the successful bidder will design an information architecture (IA) combining content from the three individual departments to provide customers a world class, single self-serve web portal for development services information. The IA of the portal should be intuitive and easy to understand so any customer can quickly navigate and obtain the information that they need, know what to do to get further assistance or to advance their projects. We would also like to do this with little or no duplication of content.

Developing this architecture is likely to require a series of interviews, analysis of current web properties, customer types, business processes and even creation of some content. We would also like to explore whether or not tools such as a "Customer Dashboard" that includes the current review time for various projects and a "Permit Fee Calculator" would be helpful for the customer experience. The actual development of these tools may be out of scope to this project, depending on the complexity. It may also require training of internal staff as the final content development and upkeep is anticipated to be a city staff function.

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It is not our intent that the successful bidder will create all of the content for the website; but they may need to guide or assist staff in developing it for a web environment.

A major re-design of the City's or MyBuildingPermit.com's website basic look and feel is not in scope to this project. This project is about organization, development and improvement of content, any proposed scenario should be achievable using the existing design of those websites.

DELIVERABLES

The following deliverables are to be provided by the vendor. Additional deliverables may be identified during the initial meetings between the vendor and the City.

- Report of up to twenty pages (shorter is fine) detailing the work done, conclusions arrived at and why, and advice for success going forward.
- Information architecture diagram that includes the development services portion of the City website as well as interconnections and links between Development Services, the three primary departments, and MyBuildingPermit.com.
- Any supporting workflow diagrams or documentation that is produced in the course of the project.

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RFP OFFICIAL CONTACT

Upon release of this RFP, all vendor communications concerning the overall RFP should be directed to the RFP Coordinator listed below. Unauthorized contact regarding this RFP with other City employees may result in disqualification. Any oral communications will be considered unofficial and non-binding on the City. Vendors should rely only on written statements issued by the RFP Coordinator.

Name: Brenda Cooper
CIO
Address: City of Kirkland
Information Technology
123 5th Avenue
Kirkland, Washington 98033
Telephone: 425 587 3051
E-mail: bcooper@kirklandwa.gov

PROCUREMENT SCHEDULE

The procurement schedule for this project is as follows:

Note: The City reserves the right to adjust this schedule as necessary.

Milestone	Date
Release RFP to Vendors	June 19 th , 2014
Vendor Questions (if any) Due by 12:00 pm	June 30 th , 2014
Answers to RFP Questions Released	July 7 th , 2014
Proposals Due by 4:00 pm	July 18 th , 2014
Finalists selected	July 30 th , 2014
Vendor interviews (please reserve this date)	August 13 th , 2014
Vendor Selection	August 19 th 2014
Contract Negotiations Complete	To be determined
Contract Signed	To be determined
Work Begins	To be determined
Network Evaluation Complete	To be determined
Final Acceptance	To be determined

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LETTER OF INTENT

Vendors wishing to submit proposals are encouraged to provide a written letter of intent to propose. An email attachment sent to bcooper@kirklandwa.gov is fine. Letters sent via facsimile will be accepted at (425) 587-3055. The letter must identify the name, address, phone number, fax number, and e-mail address of the person who will serve as the key contact for all correspondence regarding this RFP.

A letter of intent is required in order for the City to provide interested vendors with a list of any questions received and the City's answers to those questions. Those providing a letter of intent will also be notified of any addenda that are issued. If a letter of intent is not submitted, it will be the vendor's responsibility to monitor the website to get answers to any questions.

A list of all vendors submitting a letter of intent will be available upon request.

Those who choose not to provide a letter of intent will be responsible for monitoring the City's purchasing webpage for any addenda issued for this RFP.

QUESTIONS REGARDING THE RFP

Vendors who request a clarification of the RFP requirements must submit written questions to the RFP Coordinator by 4 p.m. (PDT) on June 30, 2014. Written copies of all questions and answers will be provided to all vendors who have submitted letters of intent. An email attachment sent to bcooper@kirklandwa.gov is fine. Letters sent via facsimile will be accepted at (425) 587-3055. Responses to all questions submitted by this date will be emailed to vendors who submitted a letter of intent by 12:00 p.m. on June 30, 2014.

COOPERATIVE PURCHASING

RCW 39.34 allows cooperative purchasing between public agencies (political subdivisions) in the State of Washington. Public agencies which have filed an Intergovernmental Cooperative Purchasing Agreement with the City of Kirkland may purchase from City of Kirkland contracts, provided that the supplier agrees to participate. The City of Kirkland does not accept any responsibility for purchase orders issued by other public agencies.

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PROPOSAL PREPARATION

General Information

It is important that all bidders read this section carefully. Failure to comply with these instructions may result in your proposal being removed from consideration by the City.

Vendors must prepare proposals using a word processor and electronic versions of the forms provided in Chapter II of this RFP. The City of Kirkland is using a "forms-based" approach to this procurement. This will allow all the bids received to be compared in a meaningful (i.e., "apples-to-apples") way. The RFP contains, in addition to the General RFP Information, a series of Response Forms.

PROPOSAL SUBMISSION

The following provides specific instructions for submitting your sealed proposal.

Due Date:	<i>Proposals must be received by the Purchasing Agent no later than July 18, 2014 at 4 p.m. (Pacific Time).</i> Late proposals will not be accepted nor will additional time be granted to any vendor unless it is also granted to all vendors. Proposals sent by email must be time stamped as received by Kirkland's system by 4:00 p.m. Emailed proposals must be in either MS Word or PDF format. All proposals and accompanying documentation will become the property of the City and will not be returned.
Number of Copies:	An electronic copy of the vendor's proposal, in its entirety, must be received as specified above. The City will not accept facsimile.
Address for Submission:	City of Kirkland Attn: Purchasing Agent RFP-Job #40-14-IT 123 5th Ave Kirkland, WA 98033 purchasing@kirklandwa.gov

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EVALUATION PROCEDURES

The RFP coordinator and other staff will evaluate the submitted proposals.

The evaluators will consider how well the vendor's proposed solution meets the needs of the City as described in the vendor's response to each requirement and form. It is important that the responses be clear and complete so that the evaluators can adequately understand all aspects of the proposal. The evaluation process is not designed to simply award the contract to the lowest cost vendor. Rather, it is intended to help the City select the vendor with the best combination of attributes, including price, based on the evaluation factors. The City reserves the right to require that a subset of finalist vendors make a presentation to a selection team.

Chapter II: Required Proposal Response Forms

The proposal must provide a summary of the firm's qualifications to perform the duties outlined in the requested services section. This chapter contains forms vendors must complete to submit their proposals. Vendors must complete all the forms in this chapter as well as other requests for information contained herein. The following forms are included:

- 1) Cover Letter
- 2) Proposal Summary
- 3) Acceptance of Terms and Conditions
- 4) General Vendor Information
- 5) Project Staff List
- 6) Key Project Staff Background Information
- 7) Customer Reference
- 8) Task Area Descriptions
- 9) Project Schedule and Workplan

PROPOSAL PREPARATION INSTRUCTIONS

To prepare your proposal, follow these instructions:

1. Open the electronic version of the forms of this RFP in your word processing application (Microsoft Word 2003 or later is highly recommended).
2. Using your word processing application's copy and paste commands, copy sections and forms as necessary and paste them into a new file. Save the new file.
3. Complete all of the forms in your word processing and spreadsheet applications. Also, please create a table of contents with page numbers. Delete instructions (i.e., materials contained in brackets) from each form.
4. When your proposal is finished, refer to the proposal submission instructions in this document.

Chapter II: Required Proposal Response Forms

FORM 1: COVER LETTER

[Use this space to compose a cover letter for your proposal. All proposals must include a cover letter signed by a duly constituted official legally authorized to bind the applicant to both its proposal and cost schedule. NOTE: The cover letter is not intended to be a summary of the proposal itself; this is accomplished in Form 2.]

The cover letter must contain the following statements and information:

1. "Proposal may be released in total as public information in accordance with the requirements of the laws covering same." (Any proprietary information must be clearly marked.)
2. "Proposal and cost schedule shall be valid and binding for ONE HUNDRED EIGHTY (180) days following proposal due date and will become part of the contract that is negotiated with the City."
3. Company name, address, and telephone number of the firm submitting the proposal.
4. Name, title, address, e-mail address, and telephone number of the person or persons to contact who are authorized to represent the firm and to whom correspondence should be directed.
5. Proposals must state the proposer's federal and state taxpayer identification numbers.
6. Please complete and attach the following documents from the Attachments section of this RFP:
 - Non-Collusion Certificate
 - Non-Disclosure Agreement

[TEXT WITHIN THE BRACKETS IS TO BE DELETED IN YOUR RESPONSE.]

FORM 2: PROPOSAL SUMMARY

[Use this form to summarize your proposal and your firm's qualifications. Additionally, you may use this form at your discretion to articulate why your firm is pursuing this work and how it is uniquely qualified to perform it.]

Your proposal summary is not to exceed two pages.

THE TEXT WITHIN THESE BRACKETS IS TO BE DELETED AND REPLACED BY YOUR PROPOSAL SUMMARY.]

Chapter II: Required Proposal Response Forms

Chapter II: Required Proposal Response Forms

[Use this space as needed for page 2 of your proposal summary.]

Chapter II: Required Proposal Response Forms

FORM 3: ACCEPTANCE OF TERMS AND CONDITIONS

[Use this form to indicate exceptions that your firm takes to any terms and conditions listed in this RFP, including the Appendices and Attachments. Proposals which take exception to the specifications, terms, or conditions of this RFP or offer substitutions shall explicitly state the exception(s), reasons(s) therefore, and language substitute(s) (if any) in this section of the proposal response. Failure to take exception(s) shall mean that the proposer accepts the conditions, terms, and specifications of the RFP.

If your firm takes no exception to the specifications, terms, and conditions of this RFP, please indicate so.

THE TEXT WITHIN THESE BRACKETS IS TO BE DELETED AND REPLACED BY YOUR RESPONSE.]

Signed,

By: _____

Title

Date

For: _____

Chapter II: Required Proposal Response Forms

FORM 4: GENERAL VENDOR INFORMATION

[Use this form to provide information about your firm.

THE TEXT WITHIN THESE BRACKETS IS TO BE DELETED IN YOUR RESPONSE.]

1. Please complete the following table:

Name of parent company	
Length of time in business	
Length of time in business of providing proposed services	
Gross revenue for the prior fiscal year (in US dollars)	
Percentage of gross revenue generated by proposed services	
Total number of clients	
Total number of clients in the proposed service area	
Number of public sector clients	
Number of full-time personnel in:	
♦ Consulting	
♦ Telecommunications	
♦ Sales, marketing, and administrative support	
♦ Other (please note relevant staff)	

2. Where is your headquarters located? Field offices?

3. Which office would service this account?

[form 4 continued...]

4. In the following table, please list credit references that can verify the financial standing of your company. Additionally, attach the most recent audited financial statement or annual report for your company.

Chapter II: Required Proposal Response Forms

Institution	Address	Phone Number

5. If the vendor has had a contract terminated for default during the past five years, all such incidents must be described. Termination for default is defined as notice to stop performance due to the vendor's nonperformance or poor performance; and the issue was either (a) not litigated or (b) litigated, and such litigation determined the vendor to be in default.

In the space provided, submit full details of all terminations for default experienced by the vendor during the past five years, including the other party's name, address, and telephone number. Present the vendor's position on the matter. The City will evaluate the facts and may, at its sole discretion, reject the vendor's proposal if the facts discovered indicate that completion of a contract resulting from this RFP may be jeopardized by selection of the vendor.

If no such terminations for default have been experienced by the vendor in the past five years, declare so in the space provided.

If the vendor has had a contract terminated for convenience, nonperformance, non-allocation of funds, or any other reason which termination occurred before completion of the contract during the past five years, describe fully all such terminations, including the name, address, and telephone number of the other contracting party.

A vendor response that indicates that the requested information will only be provided if and when the vendor is selected as the apparently successful vendor is not acceptable. Restricting the vendor response to include only legal action resulting from terminations for default is not acceptable.

Chapter II: Required Proposal Response Forms

[Please use this space to respond to Question 5 of Form 4. Your response may take as many pages as needed to fully answer the question. TEXT WITHIN THESE BRACKETS IS TO BE DELETED IN YOUR RESPONSE.]

Chapter II: Required Proposal Response Forms

FORM 5: PROJECT STAFF LIST

[Please complete the following table to identify the proposed project staff (including subcontractors) who will assist the City with this project. Indicate the percent of time each staff member will be dedicated to the project and each member's years of experience in telecommunications. Add additional lines as necessary for each instance of the list. Use your word processing application's copy and paste functions to create additional copies of this table as necessary. TEXT WITHIN THESE BRACKETS IS TO BE DELETED IN YOUR RESPONSE]

Staff member name	Title	Percent of staff member's time dedicated to project	Number of years in IT

FORM 6: KEY PROJECT STAFF BACKGROUND INFORMATION

[Complete the following table for each of the key project staff members. Use your word processor's copy and paste commands to create additional copies of this table as necessary. Please allow one page for each table. **At a minimum, key staff must include your proposed project manager and key contributors to this project.** TEXT WITHIN THESE BRACKETS IS TO BE DELETED IN YOUR RESPONSE.]

Vendor Name	
Staff member name	
Position in the company	
Length of time in position	
Length of time at company	
Project position and responsibilities	
Education	
Previous work experience	
Technical skills and qualifications for the project position. Include skills and experience with network management and automation, plus any other skills that might be considered relevant.	

FORM 7: CUSTOMER REFERENCE FORM

[Using the tables below, **please list five private sector clients and all public sector clients for whom you have provided <fill in the blank> services or other services relevant to this RFP over the past two years.** Use your word processor's copy and paste functions to create additional tables as needed.]

Customer/client name				
Reference name				
Title				
Phone number				
Mailing address				
Fax number				
Url where plan copy is available for view (if applicable)				
Customer Size	Service Description	Start Date	End Date	Contract amount

FORM 8: TASK AREA DESCRIPTIONS

[Describe your overall approach to the following task areas. Your response to this form should not exceed three pages. TEXT WITHIN THESE BRACKETS IS TO BE DELETED IN YOUR RESPONSE.]

Chapter II: Required Proposal Response Forms

FORM 9: PROJECT SCHEDULE AND WORKPLAN

[Provide a detailed project implementation plan that includes:

- ◆ A Gantt chart showing beginning and end dates of all tasks (the actual project start date will be determined during contract negotiations)
- ◆ A table listing vendor staff assignments and proposed labor hours for all tasks
- ◆ A brief description of each task and its work products
- ◆ A description of each proposed deliverable

Insert pages as needed to allow space for your Gantt chart and workplan. TEXT WITHIN THESE BRACKETS IS TO BE DELETED IN YOUR RESPONSE.]

Gantt Chart

[Use this section to include your Gantt chart showing beginning and end dates of all tasks.

THE TEXT WITHIN THESE BRACKETS IS TO BE DELETED IN YOUR RESPONSE.]

Vendor Staff Assignments/Hours

[Use this section to include a table of vendor staff assignments and proposed labor hours for all tasks. Signify if staff assigned is a designated individual or FTE equivalent.

THE TEXT WITHIN THESE BRACKETS IS TO BE DELETED IN YOUR RESPONSE.]

Task Descriptions

[Use this section to include brief descriptions of all tasks, milestones and associated work products.

THE TEXT WITHIN THESE BRACKETS IS TO BE DELETED IN YOUR RESPONSE.]

Deliverables

[Use this section to include brief descriptions of all project deliverables.

THE TEXT WITHIN THESE BRACKETS IS TO BE DELETED IN YOUR RESPONSE.]

FEE SCHEDULE

The Proposal must contain a fee schedule that includes estimated hours, rates, and overall price.

Appendices

RFP AMENDMENTS

The City reserves the right to change the schedule or issue amendments to the RFP at any time. The City also reserves the right to cancel or reissue the RFP.

VENDOR'S COST TO DEVELOP PROPOSAL

Costs for developing proposals in response to the RFP are entirely the obligation of the vendor and shall not be chargeable in any manner to the City.

WITHDRAWAL OF PROPOSALS

Proposals may be withdrawn at any time prior to the submission time specified in this RFP, provided notification is received in writing. Proposals cannot be changed or withdrawn after the time designated for receipt.

REJECTION OF PROPOSALS – WAIVER OF INFORMALITIES OR IRREGULARITIES

The City reserves the right to reject any or all proposals, to waive any minor informalities or irregularities contained in any proposal, and to accept any proposal deemed to be in the best interest of the City.

PROPOSAL VAILIDITY PERIOD

Submission of the proposal will signify the vendor's agreement that its proposal and the content thereof are valid for 180 days following the submission deadline and will become part of the contract that is negotiated between the City and the successful vendor.

CITY TAXATION

The contractor awarded said contract will be required to purchase a City of Kirkland Business License.

Appendices

PUBLIC RECORDS

“Under Washington state law, the documents (including but not limited to written, printed, graphic, electronic, photographic or voice mail materials and/or transcriptions, recordings or reproductions thereof) submitted in response to this request for proposals (the “documents”) become a public record upon submission to the City, subject to mandatory disclosure upon request by any person, unless the documents are exempted from public disclosure by a specific provision of law. If the City receives a request for inspection or copying of any such documents provided by a vendor in response to this RFP, it will promptly notify the vendor at the address given in response to this RFP that it has received such a request. Such notice will inform the vendor of the date the City intends to disclose the documents requested and affording the vendor a reasonable opportunity to obtain a court order prohibiting or conditioning the release of the documents. The City assumes no contractual obligation to enforce any exemption.”

ACQUISITION AUTHORITY

This RFP and acquisition are authorized pursuant to RCW 39.04.270.

CONTRACT AWARD AND EXECUTION

- ◆ The City reserves the right to make an award without further discussion of the proposal submitted. Therefore, the proposal should be initially submitted on the most favorable terms the vendors can offer. It is understood that the proposal will become a part of the official file on this matter without obligation to the City.
- ◆ The general conditions and specifications of the RFP and as proposed by the City and the successful vendor's response, as amended by agreements between the City and the vendor, will become part of the contract documents. Additionally, the City will verify vendor representations that appear in the proposal. Failure of the vendor's products to meet the mandatory specifications may result in elimination of the vendor from competition or in contract cancellation or termination.
- ◆ The vendor selected as the apparently successful vendor will be expected to enter into a contract with the City.
- ◆ If the selected vendor fails to sign the contract within five (5) business days of delivery of the final contract, the City may elect to cancel the award and award the contract to the next-highest-ranked vendor.
- ◆ No cost chargeable to the proposed contract may be incurred before receipt of a fully executed contract.

DEFENSE, INDEMNIFICATION, HOLD HARMLESS AND INSURANCE REQUIREMENTS

In addition to other standard contractual terms the City will need, the City will require the selected vendor to comply with the defense, indemnification, hold harmless and insurance requirements as outlined below:

Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

The vendor shall procure and maintain, for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be paid by the Contractor. Insurance shall meet or exceed the following unless otherwise approved by the City.

Appendices

A. Minimum Scope of Insurance

1. Insurance Services Office Commercial General Liability coverage ("occurrence" form CG0001) (Ed.10/1/93), or, Insurance Services Office form number GL 0002 (Ed. 1/73) covering Comprehensive General Liability and Insurance Services Office form number GL 0404 (Ed. 1/81) covering Broad Form Comprehensive General Liability.
2. Insurance Services Office form number CA 0001 (Ed. 12/93), covering Automobile Liability code 1, "any auto", for activities involving other than incidental personal auto usage.
3. Workers' Compensation coverage as required by the Industrial Insurance Laws of the State of Washington.
4. Consultant's Errors and Omissions or Professional Liability applying to all professional activities performed under the contract.

B. Minimum Levels of Insurance

1. Comprehensive or Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Consultant's Errors or Omissions or Professional Liability: \$1,000,000 per occurrence and as an annual aggregate.

C. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. In the event the deductibles or self-insured retentions are not acceptable to the City, the City reserves the right to negotiate with the Contractor for changes in coverage deductibles or self-insured retentions; or alternatively, require the Contractor to provide evidence of other security guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. Other Provisions

Wherever possible, the policies are to contain, or be endorsed to contain, the following provisions:

1. General or Commercial Liability and Automobile Liability Coverages
 - a. The City, its officials, employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The

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coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees or volunteers.

b. The Contractor's insurance shall be primary insurance as respects the City, its officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officials, employees or volunteers.

d. Coverage shall state that the Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. All Coverages

Each insurance policy required by this clause shall state that coverage shall not be canceled by either party except after thirty (30) days prior written notice has been given to the City.

E. Acceptability of Insurers

Insurance is to be placed with insurers with a current Bests' rating of A:XII, or with an insurer acceptable to the City.

F. Verification of Coverage

Contractor shall furnish the City with certificates of insurance affecting coverage required by this clause. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf and shall name the City as an "additional insured" except for coverages identified in A.4. above. The certificates are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

G. Subcontractors

Contractor shall include all subcontractors as insureds under its policies or shall require subcontractors to provide their own coverage. All coverages for subcontractors shall be subject to all of the requirements stated herein.

H. Asbestos or Hazardous Materials Abatement Work

If Asbestos abatement or hazardous materials work is performed, Contractor shall review coverage with the City's Risk Manager and provide scope and limits of coverage that are appropriate for the scope of work. No asbestos abatement work will be performed until coverage is approved by the Risk Manager.

EQUAL OPPORTUNITY COMPLIANCE

The City is an equal opportunity employer and requires all Proposers to comply with policies and regulations concerning equal opportunity.

The Proposer, in the performance of this Agreement, agrees not to discriminate in its employment because of the employee's or applicant's race, religion, national origin, ancestry, sex, sexual orientation, age, or physical handicap.

OTHER COMPLIANCE REQUIREMENTS

In addition to nondiscrimination and equal opportunity compliance requirements previously listed, the Proposer awarded a contract shall comply with federal, state and local laws, statutes, and ordinances relative to the execution of the work. This requirement includes, but is not limited to, protection of public and employee safety and health; environmental protection; waste reduction and recycling; the protection of natural resources; permits; fees; taxes; and similar subjects.

OWNERSHIP OF DOCUMENTS

Any reports, studies, conclusions, and summaries prepared by the Proposer shall become the property of the City.

CONFIDENTIALITY OF INFORMATION

All information and data furnished to the Proposer by the City, and all other documents to which the Proposer's employees have access during the term of the contract, shall be treated as confidential to the City. Any oral or written disclosure to unauthorized individuals is prohibited.

ATTACHMENTS

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Attachment A: Non-Collusion Certificate

NON-COLLUSION CERTIFICATE

STATE OF _____)
COUNTY OF _____) ss.

The undersigned, being duly sworn, deposes and says that the person, firm, association, co-partnership or corporation herein named, has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in the preparation and submission of a proposal to the City of Kirkland for consideration in the award of a contract on the improvement described as follows:

<Project Name>

(Name of Firm)

By: _____
(Authorized Signature)

Title _____

Sworn to before me this _____ day of _____, _____.

Notary Public

CORPORATE SEAL: